



City of Lubbock
Office of the City Secretary
Attn: Magen Murchison
1625 13th Street, Room 206
Lubbock, Texas 79401

December 7, 2018

Ms. Murchison,

Please find enclosed Bird Rides, Inc.'s permit application materials.

Enclosed:

- Bicycles/Scooter Share Permit Application
- Certificate of Insurance
- Copy of Bird's contract with Wade Gordon Academy, an institution of higher education per section 8.21.002 of the City of Lubbock Code of Ordinances and defined under 20 U.S. Code § 1001
- Permit application fee of \$750.00 (check # 1322)
- Escrow fee of \$10,000 to cover up to 2,000 pieces of fleet (check # 1252)

Please let me know if you have any questions or concerns. We are excited to partner with the City of Lubbock to bring a sustainable first and last mile transportation option for Lubbock's residents and visitors!

Very best,



Elizabeth May
Government Partnerships
elizabeth.may@bird.co | 602-625-6555

**BICYCLE/SCOOTER SHARE PERMIT
APPLICATION**

Application Type (check one): ☒ New ☐ Renewal ☐ Amendment

Dockless Vehicle Type (check all that apply): ☐ Bicycle ☒ Scooter

☐ Other: _____

\$750.00 Permit Application Fee (Non-Refundable)

\$5,000.00 Escrow per 1,000 Pieces of Fleet

1664020
\$750
CL#1322

Entity Information

| | |
|---|---|
| Name of Dockless Vehicle Operator (Company): | Bird Rides, Inc. |
| Owner Name (s) & Phone Numbers (s): | 1. CEO Travis VanderZanden 866-205-2442 |
| | 2. |
| Note: If more than three (3) owners, provide the information on a separate | 3. |
| Corporate Headquarters Mailing Address: | 406 Broadway Ave #369 Santa Monica, CA 90401 |
| Phone Number 1: | 1-866-205-2442 |
| Phone Number 2: | 602-625-6555 |
| Email Address: | elizabeth.may@bird.co hello@bird.co |
| Website: | https://www.bird.co/ |

Project Manager

| | | | |
|---|---|-----------------------------|--------------------------|
| Name: | Everett Weiler | | |
| Local Address: | 2502 Clovis Road Lubbock TX 79415 | | |
| Mailing Address: (If different from local address) | 406 Broadway Ave #369 Santa Monica, CA 90401 | | |
| Phone Number: | 213-432-1984 | | |
| Phone Number Accessible 24 Hours: | 888-602-8389 | | |
| Email Address: | eweiler@bird.co | | |
| Number of years' experience providing management of similar programs: | 6 | | |
| Bicycle/Scooter Vehicle Fleet Size: (Please indicate number under each category) | Quantity of Bikes | Quantity of Scooters | Quantity of Other |
| | | 1000 | |



I, Matt Shaw, on behalf of Bird, certify to the following that all Bicycles and/or Scooters meet the following criteria:











Initial
Here:

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | I have read the Bicycle and Scooter Share Ordinance. |
| <input checked="" type="checkbox"/> | I understand the Bicycle and Scooter Share Permit expires one year (12 months) from date of issuance. |
| <input checked="" type="checkbox"/> | Bicycles meet the safety standards outlined in State of Texas Transportation Code under Title 7, Chapter 551, Subchapter B, Section 551.104 – Safety Equipment and the Code of Federal Regulations (CFR) under Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles. |
| <input checked="" type="checkbox"/> | Scooters comply with all applicable local, state, and federal laws and regulations |
| <input checked="" type="checkbox"/> | All bicycles and/or scooters are equipped with a front light that emits white light visible from a distance of at least 500 feet in front and a rear red reflector or light that is visible when directly in front of motor vehicle headlamps from a distance between 50 to 300 feet at the rear, or a lamp that emits a red light visible from the distance of 500 feet to the rear. |
| <input checked="" type="checkbox"/> | All pieces of the fleet are branded with an identification number and the Applicant's logo to identify Applicant's bicycles and/or scooters. |
| <input checked="" type="checkbox"/> | All pieces of the fleet are attractive, highly durable, theft and vandal resistant, able to weather winter conditions, safe, and easy to use by a wide range of customers. |
| <input checked="" type="checkbox"/> | All pieces of the fleet come with a self-locking mechanism and remain upright when parked. |
| <input checked="" type="checkbox"/> | We will not display third-party advertising on any fleet, except when there is an agreement with the institution of higher education that requires the school name and/or logo on the bicycle and/or scooter. |
| <input checked="" type="checkbox"/> | The applicant has a mobile application to accept payments, handle all aspects of rental transactions, provide information on Bicycle or Scooter availability and locations, provide customer service duties including but not limited to maintenance issues, complaints, damaged or improperly parked pieces of fleet etc. |

I, Matt Shaw, on behalf of Bird, certify to the following that the proposed Bicycle and/or Scooter fleet meets the following operation criteria:



Initial
Here:

| | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Bicycles in the Bicycle Fleet or Scooters in the Scooter Fleet will be parked in accordance with the City of Lubbock Code of Ordinances 20.09.003. |
| <input checked="" type="checkbox"/> | Bicycles and Scooters will only be parked on hard surfaces (e.g. concrete, asphalt, brick). |
| <input checked="" type="checkbox"/> | Bicycles and Scooters will not be parked at the corners of sidewalks or within five (5) feet of crosswalks or curb ramps. |
| <input checked="" type="checkbox"/> | Bicycles and Scooters will not be parked in any way blocking: <ol style="list-style-type: none"> 1. Transit stops, shelters or platforms; 2. Commercial loading zones; 3. Railroad tracks and crossings; 4. Passenger loading zones or valet parking service areas; 5. Handicap parking zone; 6. Street furniture that requires pedestrian access (for example - benches, parking pay stations, etc.); 7. Curb ramps; |

| | |
|---|--|
|  | 8. Entryways; and 9. Driveways; |
|  | Bicycles and Scooters can be parked on private property <u>only</u> with the permission of the private property owner. |
|  | Bicycles and Scooters will stand upright when parked. |
|  | Customers will be educated on how to park a bicycle and/or scooter legally and properly. |
|  | Bicycle Fleet or Scooter Fleet. Permittee is solely responsible for all maintenance and service costs in order to maintain the Bicycle Fleet or Scooter Fleet and associated maintenance. |
|  | Daily Bicycle or Scooter rebalancing and distribution throughout the City to ensure a minimum number of functional Bicycles or Scooters are operational daily. |
|  | Pick-up and replacement of Bicycles and/or Scooters found parked in violation of Lubbock City Ordinances and this Permit within the specified period of time. |
|  | Applicant has a mechanism to track customers who do not operate and/or park Bicycles or Scooters in accordance with the laws of the state and ordinances of the City of Lubbock, with the option to ban users from access to the Bicycle Share or Scooter Share program. |
|  | Applicant has a mechanism for reporting Bicycles or Scooters parked illegally and for timely moving incorrectly parked Bicycles or Scooters back to a Home Zone, if so designated. |
|  | Applicant is able to receive notifications on Bicycle or Scooter issues and provide a resolution within two (2) hours from notification. |

I, Matt Shaw, on behalf of Bird, acknowledge and agrees to all of the following fees and escrow amount costs:

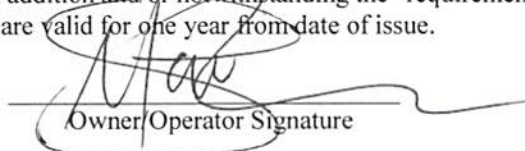
Initial
Here:

| | |
|---|--|
|  | The Permittee will provide five thousand and no/100 dollars (\$5,000.00) in cash per every fleet with the size of 1-1,000 Bicycles or Scooters within the City's boundaries (not prorated) that the City will hold in escrow for the term of this Permit. In the event of default, termination, or violation of the terms of this Permit, the City may use such funds to remove or dispose of the Bicycle Fleet or Scooter Fleet, or any part thereof, or repair City property that was damaged by the Permittee or its customers or invitees. If at any time the escrow fund is diminished to one thousand five hundred and no/100 dollars (\$1,500.00), the fund shall be immediately replenished by the Permittee to the original amount of five thousand and no/100 dollars (\$5,000.00). At the conclusion of the term of this Permit, the City will return the remaining escrow funds, if any, to Permittee or its designee within thirty (30) days after the City receives a written request for a refund from the Permittee. If money is refunded within six (6) months of deposit, only the principal will be refunded. If Permittee does not request a refund within six (6) months after default or termination of this Permit, escrow fund shall be forfeited to the City. |
|  | Every Bicycle or Scooter that is impounded may only be redeemed and released by paying a fee of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) to the City of Lubbock for each Bicycle or Scooter. |

Required Attachments:

- A copy of the Permittee's general liability insurance with the initial amount of required insurance of at least \$1,000,000.00 Combined Single Limit for Personal Injury, Bodily Injury, including Death and Property Damage, and shall be subject to period increases based upon inflation, recommendation of professional insurance advisors, and other relevant factors. The City must be named as an additional insured under all liability insurance policies required.
- A copy of the Permittee's contract with one or more of the institutions of higher education within the City of Lubbock per section 8.21.002 of the City of Lubbock Code of Ordinances.
- Permit application fee of \$750.00.
- Escrow fee of \$5,000.00 per 1-1,000 pieces of fleet.

Certification: I (We), the undersigned, do hereby make an application for Bicycle and Scooter Share Operators Permit, and understand that all the required information must be supplied for this application to be considered complete and valid. Additionally, the Bicycle and Scooter Share system will operate under the requirements described in Chapter 8, "Businesses and Amusements," Article 8.21, Chapter 20, "Traffic," Article 20.01 and 20.09, and Chapter 36 "Streets, Sidewalks, and other Public Ways," Article 36.01 in addition and/or notwithstanding the requirements outlines elsewhere in this permit application. Permits are valid for one year from date of issue.


Owner/Operator Signature

12/6/18
Date

BEFORE ME, the undersigned authority, A Notary Public in and for said _____ County, State of _____, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing application and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

(seal)

SEE ATTACHED

Notary Public, State of _____
My Commission expires: _____

Permit Application, Associated Fees, and All Appropriate Documents Should Be Submitted to:

City of Lubbock
Office of the City Secretary
Attn: Magen Murchison
1625 13th Street, Room 206
Lubbock, Texas 79401

Intake Information (Staff Only)

| | |
|---|------------------------------|
| Application Date Received: 12/10/2018 | Received by: Caitlyn English |
| Application Fee Payment Date Received: 12/10/18 | Received by: Caitlyn English |
| All Required Attachments Received: | Received by: |
| Escrow Fee Payment Received: 12/10/2018 | Received by: Caitlyn English |

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

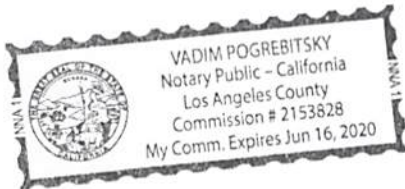
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Los Angeles)
 On 12/6/18 before me, Vadim Pogrebitsky, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Matt Shaw
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Woodruff-Sawyer & Co.
50 California Street, Floor 12
San Francisco CA 94111

CONTACT NAME:

PHONE
(A/C, No. Ext): 415-391-2141FAX
(A/C, No): 415-989-9923E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Burlington Insurance Company

23620

INSURER B: Atlantic Specialty Insurance Company

27154

INSURER C: Great American E & S Insurance Company

37532

INSURER D: ACE American Insurance Company

22667

INSURER E: The Hartford

INSURER F:

INSURED
Bird Rides, Inc.
406 Broadway, #369
Santa Monica CA 90401

BIRDRIID-01

COVERAGES

CERTIFICATE NUMBER: 183885073

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | | | 3/1/2018 | 3/1/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | | | 5/10/2018 | 5/10/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| C | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | 3/8/2018 | 3/1/2019 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$ |
| E | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | 7/11/2018 | 7/11/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | Cyber | | | | 6/18/2018 | 3/1/2019 | Limit \$5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Lubbock, TX is included as an Additional Insured with respects to General and Auto Liability per attached forms.

CERTIFICATE HOLDER

CANCELLATION

City of Lubbock, TX
1625 13th St,
Lubbock, TX 79401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Any state or political subdivision that requires you in accordance with their statutes or regulations to add such state or political subdivision as an additional insured on your policy provided such written permit is fully executed prior to an "occurrence" in which coverage is sought under this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

@VANTAGE FOR AUTOMOBILE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

| SCHEDULE OF COVERAGE EXTENSIONS | |
|--|---|
| 1. Additional Insured By Contract | 12. Employee Hired Autos |
| 2. Airbag Discharge | 13. Fellow Employee Exclusion |
| 3. Auto Theft Reward | 14. Glass Repair – Waiver of Deductible |
| 4. Blanket Waiver of Subrogation | 15. Hired Auto Physical Damage Coverage |
| 5. Bodily Injury Redefined – Mental Anguish | 16. Lease Gap Coverage |
| 6. Broad Form Named Insured | 17. Liability Coverage – Supplementary Payments |
| 7. Communications Equipment | 18. Newly Formed or Acquired Organizations |
| 8. Diminution in Value | 19. Physical Damage – Transportation Expenses |
| 9. Drive Other Car – Executive Officers | 20. Rental Reimbursement – Private Passenger Vehicles |
| 10. Duties In The Event of Accident, Claim, Suit or Loss | 21. Towing – Any Covered Auto |
| 11. Employees As Insureds | |

1. ADDITIONAL INSURED BY CONTRACT

The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include as an additional "insured" any person or organization with whom you agreed in a written contract, written agreement or permit, to provide insurance such as is afforded under this Coverage Form. Such person or organization is an "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part by your maintenance, operation or use of your covered "autos".

With respect to the insurance afforded to these additional "insureds", this insurance does not apply:

- Unless the written contract or agreement has been executed or the permit has been issued prior to the "bodily injury" or "property damage";
- To any person or organization included as an "insured" by endorsement or in the Declarations; or
- To any lessor of "autos" when their contract or agreement with you for such leased "auto" ends.

2. AIRBAG DISCHARGE

If you purchased physical damage coverage for a covered "auto" under this policy, we will pay to reset or replace an airbag that accidentally discharges without the vehicle being involved in an accident. No deductible applies to this additional coverage. However, this coverage only applies if the airbag is not covered under a manufacturer's warranty and you did not intentionally cause the airbag to discharge.

3. AUTO THEFT REWARD

We will pay up to a \$2,000 reward in the event of a covered loss, for information leading to the arrest and conviction of anyone stealing a covered "auto". A reward will not be paid to you, a family member, employee or any public official while performing their duty.

4. BLANKET WAIVER OF SUBROGATION

The **Transfer Of Rights of Recovery Against Others To Us** condition under **SECTION IV – BUSINESS AUTO CONDITIONS, paragraph A. LOSS CONDITIONS** is replaced by the following:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the contract is in writing and executed prior to the "bodily injury" or "property damage".

5. BODILY INJURY REDEFINED – MENTAL ANGUISH

The definition of "bodily injury" under **SECTION V – DEFINITIONS** is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

6. BROAD FORM NAMED INSURED

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include the following:

Any organization which is a legally incorporated entity in which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Form will be a Named Insured until the 180th day or the end of the policy period whichever comes first, provided there is no other similar insurance available to that organization.

- b. Paragraph a. of this provision 6. does not apply to "bodily injury" or "property damage" for which an "insured" is also an "insured" under any other automobile policy or would be an "insured" under such a policy, but for its termination or the exhaustion of its Limit of Insurance.

7. COMMUNICATIONS EQUIPMENT

- a. The exclusion for electronic equipment under **Exclusions of SECTION III – PHYSICAL DAMAGE COVERAGE** does not apply to loss of any permanently installed, non-removable communications equipment designed for use as a:

1. Citizen's band radio;
 2. Two-way mobile radio or telephone;
 3. Scanning monitor receiver; or
 4. GPS Navigation System,
- including its antenna and other accessories.

- b. No Deductible applies to this additional coverage.

- c. The most we will pay for this coverage is \$5,000 per occurrence.

8. DIMINUTION IN VALUE

The "diminution in value" exclusion under **SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions** does not apply if the covered "auto" is a private passenger "auto" and is leased, rented, hired or borrowed without a driver for a period of 30 days or less and is used in the conduct of the insured's business. The most we will pay for "loss" arising out of an "accident" is the lesser of \$7,500 or 20% of the actual cash value of the "auto" as determined by Kelley Blue Book or other independent valuation sources.

9. DRIVE OTHER CAR – EXECUTIVE OFFICERS

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include:

If you are designated in the Declarations as:

1. An individual; you and your spouse.
2. A partnership; your partners and their spouses.
3. An organization other than an individual or a partnership; your "executive officers" and their spouses.

- b. **SECTION II – LIABILITY COVERAGE** and **SECTION III – PHYSICAL DAMAGE COVERAGE** are extended to include "autos" you don't own, hire, lease or borrow while in the care, custody or control of an "insured" listed in 9.a. This does not include any "auto":

1. Owned by any "insured" listed in 9.a., or any member of their household, including any such "auto" that is owned but not insured;
2. Used by an "insured" listed in 9.a. while working in the business of selling, servicing, repairing or parking autos; or
3. Insured under another policy of insurance.

If Medical Payments, Uninsured/Underinsured Motorist, Personal Injury Protection or other compulsory coverages required by the governing jurisdiction are covered on this policy, then insureds listed in 9.a. above and family members residing in the same households are "insureds" while:

1. Occupying as a passenger; or
2. A pedestrian when struck by,

any "auto" you do not own, hire, lease or borrow, except any "auto" owned by that "insured" listed in 9.a, their family members or an "auto" insured under any other policy.

- c. The limits and deductibles applicable to this provision will be the largest applicable to any owned "auto" for the specific insurance.

- d. The following definition is added to the **DEFINITIONS** section of the policy:

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.

- e. The **Other Insurance Condition**, under **Section IV – BUSINESS AUTO CONDITIONS**, does not apply to the provisions of this Drive Other Car endorsement. There is no "other insurance" applicable to this endorsement.

10. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under **SECTION IV – BUSINESS AUTO CONDITIONS – the Duties In The Event Of Accident, Claim, Suit Or Loss Condition** is amended as follows:

The requirements that you must:

- a. Notify us of an "accident", claim, "suit" or "loss"; and
- b. Send us documents concerning a claim or "suit",
apply only when such "accident", claim, "suit" or "loss" is known to:

- a. You, if you are an individual;
- b. A partner, if you are a partnership;
- c. An executive officer of the corporation or insurance manager, if you are a corporation; or
- d. A manager, if you are a limited liability company.

11. EMPLOYEES AS INSURED

The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is changed by adding the following:

Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs. This coverage is excess over any other collectible insurance.

12. EMPLOYEE HIRED AUTOS

The following is added to the **Who Is An Insured Provision**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

For purposes of this coverage grant, paragraph 5.b. of the **Other Insurance Condition** in the Business Auto Coverage Form is replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 1. Any covered "auto" you lease, hire, rent or borrow; and
 2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage is excess over any other collectible insurance.

13. FELLOW EMPLOYEE EXCLUSION

The Fellow Employee exclusion under **SECTION II – LIABILITY COVERAGE** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. This coverage is excess over any other insurance.

14. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under paragraph D. – Deductible – of **SECTION III – PHYSICAL DAMAGE COVERAGE**, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

15. HIRED AUTO – PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" under **SECTION II – LIABILITY COVERAGE** and if **Comprehensive, Specified Causes of Loss, or Collision** coverages are provided under this policy for any "auto" you own, then **SECTION III – PHYSICAL DAMAGE COVERAGE** is extended to "autos" you hire, subject to the following limit:

The most we will pay for "loss" to any hired "auto" is the lesser of:

- a. \$75,000 for "autos" of the private passenger type and \$50,000 for all other "autos";

- b. The actual cash value; or
- c. The cost of repairing or replacing it with other property of like kind or quality.

The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if the following conditions are met:

- a. It results from an accident;
- b. You are legally liable; and
- c. The lessor incurs an actual financial loss.

The most we will pay for this loss of use coverage is \$1,000 per "accident".

16. LEASE GAP COVERAGE

Under paragraph C. Limit of Insurance – of SECTION III – PHYSICAL DAMAGE COVERAGE, the following is added:

If a covered "auto" is leased, we will also pay the difference between the actual cash value of a covered "auto" at the time of "loss" and the remaining balance on your lease if the following conditions are met:

- a. The "auto" has a long term lease and is covered on this policy.
- b. The lessor is added as an Additional Insured in a written lease agreement.
- c. You are legally obligated for the remaining balance.

We will not pay for any amounts representing excess wear and tear charges; additional mileage charges; taxes; overdue payments; penalties, interest or charges resulting from overdue payments; or lease termination fees.

17. LIABILITY COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

Under SECTION II – LIABILITY COVERAGE, the Coverage Extension for Supplementary Payments is revised as follows:

- a. The limit for the cost of bail bonds is amended to \$3,500.
- b. The limit for reasonable expenses incurred by the "insured" is amended to \$500 a day.

18. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

- a. The Who Is An Insured provision under SECTION II – LIABILITY COVERAGE is amended to include as an "insured" any organization that is formed or acquired by you and over which you maintain majority ownership.
- b. Paragraph a. of this provision 18. does not apply to any organization:
 - 1. That is a joint venture or partnership;
 - 2. That is an "insured" under any other policy;
 - 3. That has exhausted its Limit of Insurance under any other policy; or
 - 4. 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.
- c. Paragraph a. of this provision 18. does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

19. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES COVERAGE

Under SECTION III – PHYSICAL DAMAGE Coverage Extensions, the limit for Transportation Expenses is amended to \$75 per day and the maximum is amended to \$2,250.

20. RENTAL REIMBURSEMENT

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" of the private passenger type because of "loss" to a "covered auto" of the private passenger type. Payment applies in addition to the otherwise applicable amount of each coverage you have on a "covered auto". No deductibles apply to this coverage.

We will pay those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, six (6) days after the "loss".

Payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred.
2. The maximum daily payment of \$25 for any one day.

This coverage does not apply while there are spare or reserve "autos" available to you.

If "loss" results from the total theft of the private passenger "auto", we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Extension.

21. TOWING – COVERED AUTOS

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Coverage for Towing is amended as follows:

- a. This coverage applies to any covered "auto" for which a premium charge for towing and labor is shown in the Schedule or in the Declarations.
- b. The limit is \$100.

Campus Operating and Staging Agreement

Host: WADE GORDON ACADEMY

Agreement Date: November 28, 2018

Property: WADE GORDON ACADEMY located at:
7615-B University Ave
Lubbock, TX 79423

This Campus Operating and Staging Agreement ("Agreement") is entered into as of this Agreement Date by Host and Bird Rides, Inc., a Delaware corporation ("Bird").

BACKGROUND

A. Bird is engaged in the business of renting electric scooters ("Scooters") via a mobile app (the "Business").

B. The parties desire to set forth certain terms and conditions for operating the Business at the Property, as set forth herein.

AGREEMENT

1) Operating at the Property. Host owns or controls the Property, and hereby grants to Bird the right to operate the Business at the Property, subject to the terms and conditions set forth herein.

a) *Communication.* Host acknowledges and agrees that Bird may communicate to its customers and Agents information regarding (1) the Property (which may include the identification of Host, Property name and address), (2) Scooters at the Property, including their location and status information, and (3) the Bird Nest (defined below) locations and related information.

b) *Charging & Maintenance.* Bird's agents, contractors and employees ("Agents") shall be permitted to enter onto the Property to retrieve Scooters for the purpose of charging, maintenance and repair, and to return/deliver and stage the Scooters at the Bird Nests (defined below).

c) *Nests.* The parties agree to cooperate in good faith to designate staging areas at the Property where Scooters may be deposited by Agents ("Bird Nests") following charging, maintenance or repair activity. In addition, Host may request to add or remove Bird Nests by providing two (2) business days prior notice to Host's designated Bird point of contact.

d) *Promotional Activity.* The parties agree to cooperate in good faith on a mutually acceptable plan to promote the use of Scooters at the Property. Subject to Host's reasonable approval, Bird may erect and display signage on or around the Bird Nests or other designated areas of the Property containing Bird's name and/or logo, as well as information regarding use of the Scooters. Notwithstanding the foregoing, neither party shall utilize the other party's name, logo or marks in any manner without the other party's prior written consent.

2) Exclusivity. During the Term (defined below), Bird shall have the exclusive right to stage Scooters at the Property in connection with any electric scooter rental business.

3) **Fees.** In consideration of Host's obligations under this Agreement, Bird shall pay to Host a fee in the amount of One Dollar (\$1.00) per day for each Scooter staged at the Property. The fee shall be payable on a quarterly basis within ten (10) business days following the end of each calendar quarter during the Term, and Bird shall provide documentation showing the determination of the foregoing fee. Each party shall be responsible for the payment of its own taxes. Alternatively, Bird may, in its discretion, pay a one-time fee of \$5,600 within thirty (30) days of the Agreement date in full satisfaction of one (1) year's obligations hereunder regardless of actual number of Scooters staged at the Property during such period. For this first initial Term, the parties agree that Bird shall pay to Host the \$5,600 Fee set out in this paragraph. For any subsequent one (1) year periods, Bird, in its discretion, may elect either fee structure set out in this paragraph.

4) **Term; Termination.** The term of this Agreement shall be one (1) year following the Agreement Date ("Term"). The Term shall be automatically renew for additional one (1) year periods unless either party gives written notice to the other at least thirty (30) days prior to the expiration of the then current Term of its intention not to renew. In addition, either party may terminate this Agreement upon at least thirty (30) days' prior written notice to the other party.

5) **Indemnification.** Bird agrees to indemnify, defend and hold harmless Host (and Host's employees, agents and affiliates) from and against all actions, damages or claims brought against Host arising out of Bird's negligence or willful misconduct, except that Bird's indemnification obligation shall be limited by Host's (or its employees', agents' or affiliates') negligence or willful misconduct. Bird's indemnification obligations shall survive for a period of two (2) years after expiration of the Term. Host's right to indemnification shall be contingent on Host notifying Bird promptly following receipt or notice of any claim; Bird shall have sole control of any defense; Host shall not consent to the entry of a judgment or enter into any settlement without the prior written consent of Bird.

6) **Insurance.** Bird shall maintain throughout the Term, at its own cost and expense, (a) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate and (b) workers' compensation insurance, as required by applicable law. The coverage referred to in subsection (a) shall include Host as an additional insured. Upon written request, Bird shall furnish Host with certificates of insurance evidencing compliance with the foregoing. Bird shall provide for thirty (30) days' advance written notice to Host of any cancellation or non-renewal of the above insurance coverages.


7) **Notices.** All notices and communications between Host and Bird shall be made in writing (including electronic communications) and sent to the address below the applicable signature block.

8) **Miscellaneous.** This Agreement shall be governed by the internal laws of the State of California without reference to any choice or conflict of law provision or rule. Except as specifically set forth herein, nothing herein shall be construed to confer any rights on any person other than Host and Bird and their respective successors and assigns. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement, and may be delivered by facsimile, .pdf format or other means of electronic transmission. This Agreement contains the entire agreement and understanding between Host and Bird and may not be amended except in writing and signed by both parties.

The parties have executed this Agreement as of the Agreement Date:

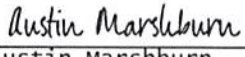
Host:

WADE GORDON ACADEMY

By: 
Name: Wade Hagler
Title: President

Bird:

BIRD RIDES, INC.

By: 
Name: Austin Marshburn
Title: Head of Universities

Notice Address:

2802 Sweetgum Ln.
~~Amarillo, Tx~~ 79124

406 Broadway, #369
Santa Monica, CA 90401
Attn: University Partnerships
Email: universities@bird.co

With a copy to:

406 Broadway, #369
Santa Monica, CA 90401
Attn: Legal Department
Email: birdlegal@bird.co

CITY OF LUBBOCK, TEXAS

Receipt No. 1664020

Department/Cost Center: City Sec

Date: 12/11/2018

Received of: Bird Rider, Inc.

seven hundred and fifty

Dollars \$ 750.00

Address: Santa Monica, CA 90401

G/L Account Number:

For: Scooter share permit

CITY OF LUBBOCK, TEXAS by

Caitleyn English
Signature

Pmt.

Method:

- ☐ CASH
☒ CHECK # 1322
☐ CREDIT CARD
☐ OTHER